



**TALCHER FERTILIZERS LIMITED
(TFL)
[A JOINT VENTURE OF GAIL (I) LTD., RCF LTD.,
COAL INDIA LTD. AND FCIL]**

**LIMITED DOMESTIC COMPETITIVE
BIDDING AMONG EMPANELLED DGR
SPONSORED AGENCIES**

TENDER DOCUMENT

**FOR
HIRING OF DGR SPONSORED SECURITY
AGENCY FOR DEPLOYMENT OF SECURITY
PERSONNEL AT TFL TOWNSHIP & INTAKE
WELL, AT TALCHER, ODISHA**

**(TENDER NO:
TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM
DATED 09.10.2023)**

EMD/BID SECURITY	:	NOT APPLICABLE
PRE-BID MEETING	:	10.10.2023 at 11:00 Hrs. (IST)
DUE DATE & TIME FOR BID SUBMISSION	:	16.10.2023 at 15:00 Hrs. (IST)
DUE DATE & TIME FOR BID OPENING	:	16.10.2023 at 16:00 Hrs. (IST)

**Issued by
Talcher Fertilizers Limited (TFL),
(Joint Venture Company of GAIL (India) Ltd., Coal India Ltd., RCF and FCIL)
Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106**

TABLE OF CONTENTS

SL. NO.	SECTION NO.	DESCRIPTION
1.0	I	INVITATION FOR BID (IFB)
	II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY
2.0	III	INSTRUCTIONS TO BIDDERS (ITB)
		ANNEXURES
		FORMS & FORMATS
3.0	IV	GENERAL CONDITIONS OF CONTRACT (GCC)
4.0	V	SPECIAL CONDITIONS OF CONTRACT (SCC)
5.0	VI	SCOPE OF WORK (SOW)
6.0	VII	SCHEDULE OF RATES (SOR)

SECTION-I

INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM

Oct 09, 2023

To,

_____,
_____,

SUB: HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA

Dear Sir/Madam,

1.0 Talcher Fertilizers Limited (TFL), a Joint Venture of GAIL, RCF, Coal India Limited and FCIL, having its Registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar – 751014, CIN No. U24120OR2015PLC019575], invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF SERVICE/JOB	HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA	
(B)	TENDER NO. & DATE	TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 09.10.2023	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>
(D)	TYPE OF TENDER	E-TENDER	<input type="checkbox"/>
		MANUAL	<input checked="" type="checkbox"/>
(E)	CONTRACT PERIOD	The period of contract shall be initially for a period of Two year from the date of deployment of Security Personnel on issuance of Fax of Acceptance (FOA) and extendable for a further period of maximum six month on the same rates (except statutory payments), terms and conditions depending upon the performance and on sole discretion of Talcher Fertilizers Limited.	

(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="checkbox"/>
		NOT APPLICABLE	<input checked="" type="checkbox"/>
		(Refer clause no.16 of ITB)	
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	TFL (http://tflonline.co.in)	
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 10.10.2023 Time: 11:00 hrs. Pre-Bid Meeting shall be held through Video Conference only on aforementioned date & time. Therefore, interested bidders are requested to join the Pre-bid meeting with following link: (https://meet.google.com/xwc-safx-gzq)	
(I)	DUE DATE & TIME FOR BID SUBMISSION	Date: 16.10.2023 Time: 15:00 hrs.	
(J)	DATE & TIME FOR UN-PRICED BID OPENING	Date: 16.10.2023 Time: 16:00 hrs.	
(K)	VENUE OF TENDER OPENING	Administrative Building, Talcher Fertilizers Limited, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106	
(L)	CONTACT DETAILS OF TENDER DEALING OFFICER	Mr. Vivek Mishra, Senior Manager (C&P) e-mail: vivekmishra@tflonline.co.in Tel: +91-9690016068	

In case of the days specified above happens to be a holiday in TFL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

4.0 All documents shall be submitted in Original (in physical form) in sealed envelope (which includes Unpriced Bid & Price Bid in separate envelopes) within the due date and time to the address mentioned in Bid Data Sheet(BDS) & as under:

Tender Box
 CENTRAL DISPATCH SECTION
 New Administrative Building,
 Talcher Fertilizers Limited (TFL),
 (Joint Venture Company of GAIL (India) Ltd., Coal India Ltd., RCF and FCIL)
 Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106

5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

6.0 Bidder to whom tender document is issued and wishes to quote against this Tender Document, IFB and submit their Bid complete in all respect as per terms & conditions

of Tender Document on or before the Due Date & Time of Bid Submission. **This is non-transferrable tender document.**

- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works/Services as specified in Tender Document.

- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be informed through email and also hosted on TFL website. Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-5 (Acknowledgement cum Consent letter) duly filled within bid submission end date from receipt of tender information.

10.0 **Procurement through GeM in future by TFL**

Government of India has introduced an online procurement portal – 'Government e-Marketplace (GeM)' with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.

TFL is already registered on GeM and have started procurement through GeM.

You are, therefore, requested to kindly register your organization and your products/services on GeM at the earliest.

The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).

- 11.0 TALCHER FERTILIZERS LIMITED reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Talcher Fertilizers Limited

(Authorized Signatory)
Name: Vivek Mishra
Designation: Senior Manager (C&P)
E-mail ID: vivekmishra@tflonline.co.in
Contact No: 9690016068

MAIN ENVELOPE-1

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No.: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 09.10.2023

Description: HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA

Due Date : 16.10.2023 at 15:00 Hrs.

From:	To: TENDER BOX CENTRAL DISPATCH SECTION 1ST FLOOR, NEW ADMINISTRATIVE BUILDING, TALCHER FERTILIZERS LTD. (TFL), TALCHER, POST- VIKRAMPUR, DIST.- ANGUL, ODISHA- 759106
--	--

(To be pasted on the envelope containing ENVELOPE-2 (TECHNICAL UNPRICED BID) & ENVELOPE-3 (PRICED BID))

=====

ENVELOPE-2
(TECHNICAL/ UNPRICED BID)

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No.: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 09.10.2023

Description: HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA

Due Date : 16.10.2023 at 15:00 Hrs.

From:	To: TENDER BOX CENTRAL DISPATCH SECTION 1ST FLOOR, NEW ADMINISTRATIVE BUILDING, TALCHER FERTILIZERS LTD. (TFL), TALCHER, POST- VIKRAMPUR, DIST.- ANGUL, ODISHA- 759106
--	--

(To be pasted on ENVELOPE-2 (TECHNICAL /UNPRICED BID))

=====

ENVELOPE-3

(PRICED BID)

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No.: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 09.10.2023

Description: HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA

Due Date : 16.10.2023 at 15:00 Hrs.

From:	To: TENDER BOX CENTRAL DISPATCH SECTION 1ST FLOOR, NEW ADMINISTRATIVE BUILDING, TALCHER FERTILIZERS LTD. (TFL), TALCHER, POST- VIKRAMPUR, DIST.- ANGUL, ODISHA- 759106
--	--

(To be pasted on ENVELOPE-3 (PRICED BID))

=====

SECTION-II

BID EVALUATION
CRITERIA & SELECTION
CRITERIA

SECTION-II

BID EVALUATION CRITERIA AND SELECTION CRITERIA

ELIGIBILITY CRITERIA

The bidder/agency must be sponsored by The Directorate General Resettlement (DGR) for Talcher Fertilizers Limited, Talcher, Angul, Odisha. Bidder shall submit copy of valid sponsoring authority letter issued by DGR.

SELECTION CRITERIA

1. Bidders are required to quote their service charges as per DPE/MOD/ DGR guidelines. Agency/ vendor quoting service charges above/below the prescribed rates by DPE/MOD/DGR their bid would stand rejected. The wages payable to personnel deployed is as per Ministry of Labour & Employment Minimum wages notification / DGR guideline. The minimum wages payable at present (w.e.f. 1st April 2023) to the Security Personnel's is as given here under:

<u>S No</u>	<u>Personnel</u>	<u>Area 'C'</u>
(i)	Security Guard without arms:	Basic Rs. 695.00 / day
(ii)	Security Guards with arms/Gunman :	Basic Rs. 816.00 / day
(iii)	Security Supervisor :	Basic Rs. 924.35 / day

Wages will be revised as and when revised by MLE/ DGR/ on receiving of approval / instructions from Talcher Fertilizers Limited.

2. The selection process will be as under:
 - a) Agency / vendor will quote service charges as per DPE/MOD/DGR guideline.
 - b) In case of a tie in service charges the contract would be awarded to the senior most DGR sponsored ESM as per DGR Sponsored letter.
 - c) Agency/ vendor quoting service charges above/below the prescribed rates by DPE/MOD/DGR their bid would stand rejected.

Note: Service charge@10% fixed.

SPLITTING OF CONTRACT

Splitting of contract if required and Award of contract will be at the sole discretion of Talcher Fertilizers Limited.

BID EVALUATION CRITERIA FOR DGR SPONSORED AGENCIES

1. The agency must be sponsored by DGR for Talcher Fertilizers Limited, Talcher, Angul, Odisha.
2. The agency should be registered / empaneled with DGR.
3. The agency should have not been blacklisted by any State PSU/Central PSU (including TFL). The agency shall enclose self- certification on Non Judicial stamp paper of Rs.100/-.

“I / We..... (Name of owner of agency) the proprietor/owner of (Name of agency) confirm that (Name of the agency) have never been blacklisted by any State PSU/Central PSU (including TFL). I / We also undertake to indemnify to TFL any expenditure incurred / loss suffered by it by our act of misrepresenting or concealing facts. It is understood by us that false documents submitted by us may lead to termination of our contract / participation”.

Documents to be submitted to qualify the above BEC:

- i) Valid sponsorship certificate from DGR for Talcher Fertilizers Limited, Talcher, Angul, Odisha.
- ii) Registration / Empanelment certificate of the agency with DGR.
- iii) Self-certification on non- judicial stamp paper of Rs.100/- as per (3) above.
- iv) Bidder must submit the (legible) copy of PF Registration Certificate & ESIC Registration Certificate.

Evaluation Methodology:

The evaluation and comparison of bids will be done as per the provisions mentioned below:

- a) The subject tender is considered as non-splittable or non –divisible.
- b) Evaluation shall be done based on total price quoted by the bidder/agency including service charges & GST as per schedule of rates (SOR).
- c) In case of tie in service charges the contract would be awarded to the senior most DGR Sponsored Security Agency as per DGR sponsorship letter.
- d) Bidder/Agency shall require to quote the service charges as per DGR guideline which is Presently 10% (Fixed). Bidders/agencies quoting service charges below DGR prescribed service charges are liable to be rejected.

SECTION-III

INSTRUCTION TO BIDDERS
[TO BE READ IN CONJUNCTION
WITH BIDDING DATA SHEET
(BDS)]

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM / JOINT VENTURE
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

[B] BIDDING DOCUMENTS:

7. CONTENTS OF BID DOCUMENTS
8. CLARIFICATION OF BID DOCUMENTS
9. AMENDMENT OF BID DOCUMENTS

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
31. EVALUATION AND COMPARISON OF BIDS

[F] AWARD OF CONTRACT:

32. AWARD
33. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
34. SIGNING OF AGREEMENT
35. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
36. PROCEDURE FOR ACTION IN
CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
37. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE
TOWARDS PRS
38. VENDOR EVALUATION PROCEDURE
39. INCOME TAX & CORPORATE TAX
40. DISPUTE RESOLUTION MECHANISM
41. DISPUTES BETWEEN CPSE's/GOVERNMENT DEPARTMENT's/ORGANIZATION
42. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
43. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING
TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
44. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE
TOWARDS PRS

[G] ANNEXURES:

1. ANNEXURE-I: PROVISION FOR PROCUREMENT FROM A BIDDER WHICH
SHARES A LAND BORDER WITH INDIA
2. ANNEXURE-II: SALIENT POINTS OF PUBLIC PROCUREMENT (PREFERENCE
TO MAKE IN INDIA) POLICY
3. ANNEXURE-III: NOT APPLICABLE
4. ANNEXURE-IV: BIDDING DATA SHEET (BDS)

INSTRUCTION TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Tender document issued by Employer. Employer/Owner/TALCHER FERTILIZERS LIMITED (Hereafter may call as TFL) occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 36" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by TFL or any of the JV companies viz. GAIL/RCF/CIL/FCIL or Public-Sector Project Management Consultant (like PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid or during the process of evaluation of bids. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/Fraudulent/Collusive/ Coercive Practices) are on banning list of TFL or any of the JV companies viz. GAIL/RCF/CIL/FCIL.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Talcher Fertilizers Limited by the bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 36 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to TFL by the bidder.

It shall be the sole responsibility of the bidder to inform TFL there status on above on due date of submission of bid and during the course of finalization of the tender.

Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.36 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services form a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.5 Provision for procurement from a bidder which shares a land border with India has been attached as **Annexure-I** herewith.

2.6 Pursuant to qualification criteria set forth in the Tender document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 **Power of Attorney:**

The Proprietor must present himself in person for all dealings with Principal Employer. No dealing through representatives on Power of Attorney are permitted.

Further, holder of Power of Attorney / Representative of Proprietor / Director is not authorized to conclude the contract with the Principal Employer.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"
NOT APPLICABLE.

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bid shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, TFL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 **SITE VISIT**

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against TALCHER FERTILIZERS LIMITED for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
-

[B] – BIDDING DOCUMENTS

7 **CONTENTS OF BID DOCUMENTS**

- 7.1 The contents of Tender documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures, Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work/Services (SOW)
- Section-VII : Schedule of Rates [SOR]

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

**General Conditions of Contract (GCC) – Services is available on TFL's Website (<http://tflonline.co.in/images/GCC-FOR-SERVICES.pdf>)

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender documents or submission of a Bid not substantially responsive to the Tender documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 **CLARIFICATION OF BIDDING DOCUMENTS**

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender documents may notify TFL in writing or by email at TFL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. TFL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. TFL may respond in writing to the

request for clarification. TFL's response including an explanation of the query, but without identifying the source of the query shall be communicated to prospective bidders by e-mail & will also be uploaded on the TFL website as mentioned at 2.0 (G) of IFB.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender documents by corrigendum.

- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB. Bidders have to take into account all such corrigendum before submitting their Bid.

- 9.3 The Employer, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and TFL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

- 11.1 Bids to be submitted manually in physical form in sealed envelope.

The bids must be submitted comprising following documents:

- 11.1.1 Envelope of Bid [which contains separate Envelope of Part-1 (Techno-Commercial / Un-Priced bid) & Envelope of Part-2 (Price-Bid)]

- 11.1.2 **PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID (** "shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out

mentioning quoted / not quoted (as applicable) written against each item as per SOR under section-VII.

- (d) 'Agreed Terms and Conditions', as per 'Form F-4'
- (e) 'Acknowledgement cum Consent Letter', as per 'Form F-5'
- (f) 'Check List' as per 'Form F-6 (A)'
- (g) 'Check List for Bid Evaluation Criteria (BEC) qualifying documents for bidder' as per 'Form F-6 (B)'
- (h) "E-Banking Mandate Form" as per 'Form F-8'
- (i) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (j) Integrity Pact as per 'Form F-11' (Original to be submitted)
- (k) Duly filled up format as per 'Form F-12' on Non-judicial stamp paper of Rs. 100/- (Original to be submitted)
- (l) Undertaking Regarding Submission of Contract Performance Security within stipulated time line as per prescribed format 'Form F-13'.
- (m) Declaration by bidder towards Minimum Local Content as per 'Form F-14'
- (n) Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form F-15'
- (o) Tender Document duly manually signed by the Authorized Signatory
- (p) Any Additional document specified in Bidding Data Sheet (BDS)
- (q) Any other information/details required as per Tender Document
- (r) Self-attested copies of corrigendum issued for the tender if any

Note:

1. All the pages of the Bid must be manually signed by the "Authorized Signatory" of the Bidder.
2. Forms F-2, F-3, F-9 and F-10 are not to be filled up at this stage as these will be executed only with successful bidder. However, successful bidder will have to submit the formats strictly as per the prescribed content without any exceptions or deviations within stipulated timeline.
3. Form F-7 duly filled with all information shall be submitted by the only bidders having tender related queries prior to date of pre- bid meeting scheduled.
4. Form F-16 is not to be filled up/submitted at this stage as this will be required to submit along with documents for release of payment if applicable as per Sl. No. 4.4 of F-4 (Agreed terms & Conditions).

11.1.2 PART-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the Tender documents. TFL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the

bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Tender documents, the Contract shall be for the whole works as described in Tender documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.
- 12.2 Prices must be filled in the format for "Schedule of Rates [SOR]" enclosed as part of Tender document at Section-VII. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in SOR (**Section-VII**).
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the expiry of contract period, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 Further, Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at the designated place in Agreed Terms & Conditions (Format-F4).

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to mention the GST Registration number in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue tax Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, TFL may

seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 13.3 The bidder confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its CONTRACT PRICE. In case, bidder has not included any such taxes, duties, levies etc., at all and/or at prevailing rates (deliberately or otherwise) and it becomes leviable during execution of the contract, then such bidder has to pay all such taxes, duties, levies etc. and OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to the Bidder.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider 's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

New Taxes & duties:

- a. Any new taxes and/or duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contract Period or any extension thereof, shall be reimbursed to the Bidder on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.5 Owner/TFL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of Tax Invoices as per format specified in rules/ regulation of GST, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed

and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

- 13.6 TFL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (**CGST & SGST/UTGST or IGST**) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue).

- 13.7 In case TFL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR (**Section-VII**).

Where TFL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and TFL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to TFL or ITC with respect to such payments is not available to TFL for any reason which is not attributable to TFL, then TFL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by TFL to Service Provider.

13.8 **RECONCILIATION BETWEEN GSTR2A AND INPUT TAX CREDIT**

Service Provider shall ensure timely submission of correct Tax invoice(s) as per rules/regulations of GST with all required supporting document(s) within a period specified in Contracts/ DLOA to enable TFL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

If input tax credit is not available to TFL for any reason not attributable to TFL, then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by TFL in future to the Service Provider under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of TFL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from TFL to the government exchequer, then, that Contractor shall be put under Holiday list of TFL for a period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.

- 13.9 The amount of statutory levies like, CGST, SGST & IGST will be released when the same will appear in the GSTR-2A of OWNER, in the common portal of GST and Bidder has filed the valid return in accordance with the provisions of the GST act and the rules made thereunder. If, input tax credit is not available to OWNER for any reason attributable to the bidder, then OWNER shall not be obligatory or liable to pay or

reimburse GST claimed in invoice and shall be entitled to deduct /setoff/ recover such GST together with all the penalty and interest if any, against any amount paid or payable to bidder. Further in this case, OWNER reserves the right to upload the name of such defaulter on the Company website and may also consider for putting under Holiday list of OWNER for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Bidders.

13.10 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.

13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by TFL. Further, in case rating of bidder is negative / black listed after award of work, then TFL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by TFL.

13.12 The Contractor shall mention the particulars of Talcher Fertilizers Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of Talcher Fertilizers Limited are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.

13.13 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters zero GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids. In case GST column is left blank, the quoted prices shall be considered as —Inclusive of GST and evaluation done accordingly.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, TFL shall place orders.

13.14 Wherever TDS under GST Laws has been deducted from the Tax invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services>User Services> View/Download Certificates option).

13.15 Deduction of TDS on GST

As per notification no. 50/2018-Central Tax dated 13.09.2018, deduction of tax under GST became effective w.e.f. 01.10.2018 and accordingly applicable TDS under GST shall be deducted from Contractor's Invoice.

13.16 Provision w.r.t. E- Invoicing requirement as per GST laws:

Service Provider who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by TFL as no ITC is allowed on such invoices.

Therefore, all the payments to such service provider who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Service Provider for services with requisite details.

If input tax credit is not available to TFL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then TFL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (**CGST & SGST/UTGST or IGST**) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per Format F-16 along with documents for release of payment.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for period specified in BDS from the final due date of opening of bid'. A Bid valid for a shorter period may be rejected by TFL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

16 EARNEST MONEY DEPOSIT

NOT APPLICABLE

17 PRE-BID MEETING

17.1 The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held through Video Conferencing only on date & time specified in IFB Sl. No. 2.0 (H). Therefore, interested bidders are requested to join the Pre-bid meeting in following link (<https://meet.google.com/vsi-goqc-trd>).

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Therefore, further correspondence regarding the clarifications of issued tender documents may not be permitted.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be communicated to bidders and uploaded on website as mentioned at Sl. No. 2.0 (G) of IFB. Any modification of the Contents of Tender Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of

Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by the proprietor. The name and position held by the person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

18.3 Signed documents by Authorized Signatory to be submitted in physical form as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Tender documents" may lead to rejection of bid. TFL will accept bids based on terms & conditions of "Tender documents" only. Bidder may note TFL will determine the substantial responsiveness of each bid to the Tender documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender documents without deviations or reservations. TFL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. TFL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not

reply to the queries in the permitted time frame, then its bid shall be evaluated based on the documents available in the bid.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Special Conditions Contract (SCC) & Scope of Work/Services
- (c) Integrity Pact as per Prescribed Format
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule/ Penalty
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 **PAYMENT**

Talcher Fertilizers Limited has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form (Form F-8).

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BIDS**

21.1 Bids shall be submitted through in hard copy/physical form in the manner specified elsewhere in tender document.

21.2 All the original/hard/physical copy of bids (Form F-12 & Integrity Pact) shall be addressed to the owner at address specified in BDS (Bidding Data Sheet).

21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BIDS**

22.1 Bids must be submitted manual/physical form in tender box at address given at Section-I & BDS not later than the date and time specified in the BDS (Bidding Data Sheet).

22.2 TFL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers), in which case all rights and obligations of TFL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of

bid will be communicated to the bidders & uploaded on websites as mentioned at 2.0 (G) of IFB.

23 LATE BIDS

Bids submitted after the due date & time for submission of bid unless the due date extended further shall be considered as late bids. Late bids shall be returned to the bidder.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 Modification and withdrawal of bids shall be as follows:

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

TFL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for TFL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which TFL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 ***Unpriced Bid Opening:***

TFL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 ***Priced Bid Opening:***

26.2.1 TFL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

- 28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- (a) Meets the "Bid Evaluation Criteria" of the Tender documents;
- (b) Has been properly signed;
- (c) Is substantially responsive to the requirements of the Tender documents; and
- (d) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

- 29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids to be submitted must be in the currency specified at clause 14 of ITB.

31 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Clause No. 4 under Section-II of Tender documents.

[F] – AWARD OF CONTRACT

32 AWARD

Subject to "ITB: Clause-29", TFL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

“TFL intends to place the order/contract directly on the address from where Goods are produced/ dispatched, or Services are rendered. In case, bidder wants order/contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed”.

33 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

33.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by TFL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on TFL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The Detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. TFL may choose to issue Notification of Award in form of Detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of Detailed Letter of Acceptance only.

33.2 Contract period shall commence from the date of deployment of Security Personnel at TFL site on issuance of "Fax of Acceptance (FOA)/Detailed Letter of Acceptance (DLOA)" or "Notification of Award". The "Notification of Award" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per "ITB: Clause-34".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-35".

33.3 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause

34 SIGNING OF AGREEMENT

34.1 TFL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of issuance of the same, shall sign and return the acknowledged copy to TFL.

34.2 The successful Bidder/Contractor shall be required to execute 'Contract Agreement' in the proforma given in this Tender Document (Form F-9) on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of ' state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance (FOA)" of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of Security Deposit.

35 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

35.1 Within 30 days of the issuance of Notification of Award i.e. Fax of Acceptance (FOA) / Detailed Letter of Acceptance (DLOA) from TFL, the successful bidder shall furnish

the Contract Performance Security (CPS). The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee as per Format "F-3" and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

- 35.2 The contract performance security shall be as per DGR guidelines **@10% of one-month wage bill considering prevailing wages at the time of award of contract on total number of guards to be deployed as per tender. Such deduction will be affected in the first bill itself** towards faithful performance of the contractual obligations as stated in the tender. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Defect Liability Period (DLP).

- 35.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award.
- 35.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 35.5 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL.

The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of order/ contract.

- 35.6 The Service Provider will also submit covering letter along with CPS as per format at F-2.
- 35.7 The Bidder shall submit the "Undertaking regarding submission of Contract Performance Security within stipulated time line" as per Form F-13 with their bid.
- 35.8 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

36 PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

- 36.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Appendix-1 of General Conditions of Contract- Services

36.2 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., the contractor/bidder shall be banned from the date of issuance of such order by TFL, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned from the date of issuance of such order by TFL, such decision of Talcher Fertilizers Limited shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

37 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, TFL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.

In case any financial implication arises on TFL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. TFL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and

interest, if any, against any amounts paid or becomes payable by TFL in future to the Supplier/Contractor under this contract or under any other contract.

38 **VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Appendix-2 of General Conditions of Contract- Services with following modifications:

(i) Clause no. 3.0 i)
Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

(ii) Clause no. 4.0 **“EXCLUSIONS”**
The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

ii) Orders for Misc./ Administrative items/ Non stock Non valued items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non-performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

(iii) Clause no. 5.1 v) and 5.3 v)
When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A. Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.

Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other

ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

b) **Second such instance in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant**

c)

i. Poor Performance due to reasons other than Quality:
Putting on Holiday for a period of One Year.

ii. Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):
Putting on Holiday for a period of Two Years.

d) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**

B. Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC)

a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the retender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for**

period of Three Years and they shall also to be considered for Suspension.

C. Where Performance Rating is "FAIR":

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

39 INCOME TAX & CORPORATE TAX

39.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

39.2 Corporate Tax liability, if any, shall be to the contractor's account.

39.3 TDS

i. TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

ii. **Higher rate of TDS for non-filers of ITR**

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

39.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

40. DISPUTE RESOLUTION MECHANISM

1.0 CONCILIATION

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, TFL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre' (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from TFL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and TFL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of TFL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre".

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed / nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.

- c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3.0 GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

41. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ORGANIZATION

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs / Port Trusts) inter se and also between CPSEs and Government Departments / Organizations, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no. 40 & 41 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE 's/ Government Department 's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

42. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

43. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

44. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

As mentioned in GCC & SCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise Tax invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the Tax invoice for full value, then supplier/

contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the Tax invoice with reduced value or does not issue credit note as mentioned above, TFL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's Tax invoice, to avoid delay in delivery/ collection of material.

In case any financial implication arises on TFL due to issuance of Tax invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. TFL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by TFL in future to the Supplier/Contractor under this contract or under any other contract.

ANNEXURE-I

PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as per **Form F-15**.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. **SUB-CONTRACTING:**

The successful bidder shall not be allowed to sub-contract work to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above.

ANNEXURE-II

Salient Points of Public Procurement (Preference to Make in India) Policy

Sr. No.	Description	Parameter / Document
1	Minimum Local Content (LC) for Availing Preference under this Policy	50%
2	Margin of Purchase Preference	20%
3	Local Content (LC) % as declared by bidder.	[Tick (✓) whichever is applicable] a) LC Equal to or more than 50% <input type="checkbox"/> b) LC More than 20% but less than 50% <input type="checkbox"/>
3	Documents to be submitted by bidder for availing Purchase Preference under this Policy	Self-Declaration as per Form F-14 to be submitted by bidder having Local content % more than or equal to 50%.
4	Whether tender is divisible or not divisible	Not Divisible; Clause No. 3A (c) of revised Policy dated 04.06.2020 shall be applicable

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

.....Contd. p/3

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

.....Contd. p/4

- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

.....Contd. p/6

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

.....Contd. p/8

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

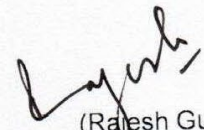
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director

Tel: 23063211

rajesh.gupta66@gov.in

ANNEXURE-III

(NOT APPLICABLE)

BIDDING DATA SHEET (BDS)**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no. is: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 09.10.2023
1.1	The Employer/Owner is: Talcher Fertilizers Limited
1.3	The name of the Services to be performed is: HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA
3	BIDS FROM CONSORTIUM/ JOINT VENTURE – NOT ACCEPTABLE
B. TENDER DOCUMENT	
ITB clause	Description
8.1	For <u>clarification purposes</u> only, the communication address is: Mr. Vivek Mishra Senior Manager (C&P) Talcher Fertilizers Ltd. (TFL), Room No.- 213, First Floor, New Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha- 759106 Email: vivekmishra@gail.co.in
13.12	Talcher Fertilizers Limited (TFL) Administrative Building Talcher, Post: Vikrampur, Dist: Angul, Odisha: 759106 GSTN: 21AAFCT8667A1ZH
C. PREPARATION OF BIDS	
ITB clause	Description
14	The currency of the Bid shall be INR
15	The bid validity period shall be THREE MONTHS from final 'Bid Due Date'
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
21.2 of ITB & 4.0 of IFB	<u>Address for submission of Original Bid (in Original):</u> TENDER BOX CENTRAL DISPATCH SECTION 1ST FLOOR, NEW ADMINISTRATIVE BUILDING, TALCHER FERTILIZERS LTD. (TFL), TALCHER, POST- VIKRAMPUR, DIST.- ANGUL, ODISHA- 759106

26 of ITB and 2.0 (D) of IFB	NA				
E. EVALUATION, AND COMPARISON OF BIDS					
31	Evaluation Methodology is mentioned in Section-II of Tender Document.				
F. AWARD OF CONTRACT					
ITB clause	Description				
34	State of which stamp paper is required for Contract Agreement: Odisha / State where Bidder's Corporate or Registered Office is located.				
35	<p>Contract Performance Security/ Security Deposit</p> <table border="1" data-bbox="443 663 1027 927"> <tr> <td data-bbox="443 663 775 792">APPLICABLE</td> <td data-bbox="775 663 1027 792" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="443 792 775 927">NOT APPLICABLE</td> <td data-bbox="775 792 1027 927" style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>The contract performance security shall be as per DGR guidelines @10% of one-month wage bill considering prevailing wages at the time of award of contract on total number of guards to be deployed as per tender.</p> <p>In case of bidder wish to submit Contract Performance Security/Security Deposit in the form of Banker's Cheque or Demand Draft, then bidder needs to specify/mention following Beneficiary Details in Banker's Cheque or Demand Draft:</p> <p>Demand Draft in favour of TALCHER FERTILIZERS LIMITED payable at CAG-II NEW DELHI</p> <p>Beneficiary name TALCHER FERTILIZERS LIMITED Account No. 00000037088269547 IFSC Code SBIN0017313 Bank Name STATE BANK OF INDIA Branch address CAG-II NEW DELHI</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
SI. No. 4 (a) of Section-II of Tender Documents	<p>Whether tendered item is split able or divisible:</p> <table border="1" data-bbox="464 1603 1126 1767"> <tr> <td data-bbox="464 1603 802 1682" style="text-align: center;">YES</td> <td data-bbox="802 1603 1126 1682" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="464 1682 802 1767" style="text-align: center;">NO</td> <td data-bbox="802 1682 1126 1767" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				

FORMS & FORMATS

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE (BG)
F-3	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4	AGREED TERMS & CONDITIONS
F-5	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-6 (A)	CHECK LIST
F-6 (B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS FOR BIDDER
F-7	BIDDER'S QUERIES FOR PRE BID MEETING
F-8	E-BANKING MANDATE FORM
F-9	PROFORMA FOR CONTRACT AGREEMENT
F-10	INDEMNITY BOND
F-11	INTEGRITY PACT
F-12	PRESCRIBED FORMAT FOR COMPLIANCE & ADHERENCE OF BEC TECHNICAL CRITERIA
F-13	UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY WITHIN STIPULATED TIME LINE
F-14	DECLARATION BY BIDDER TOWARDS MINIMUM LOCAL CONTENT
F-15	UNDERTAKING REGARDING PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
F-16	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

F-1
BIDDER'S GENERAL INFORMATION

To,

M/s TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA

TENDER NO: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 07.10.2023

1	Bidder Name	
2	Offer No. & Date	
3	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant documents as applicable]
4	Name of Proprietor/Partners/Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]	1. 2. 3.
5	Name of Power of Attorney holders of bidder [As per sl. no. 8 of ADVICE & INSTRUCTION TO THE PRINCIPAL EMPLOYER, PROPRIETORS/DIRECTORS]	
6	Address of Registered Office:	City: District: State: PIN/ZIP:
7	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:
8	Address from where Goods/ Services are to be dispatched/ provided along with GST no. * (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
9	Telephone Number/ Mobile no. of address where order is to be placed	_____ (Country Code)(Area Code)(Tele No.)

10	E-mail address	
11	PAN No.	[Enclose photocopy of PAN Card of Ex-Servicemen (ESM) Corporation/Pvt. Ltd./ individual Company (as per details given in the sponsorship letter)]
12	GST No. (refer sl. no. 8 above)	[Enclose copy of relevant document]
13	EPF Registration No.	[Enclose copy of relevant document]
14	ESI code No.	[Enclose copy of relevant document]

Note: * TFL intends to place the order/contract directly on the address from where Services are rendered. In case, bidder wants order/ contract at some other address or Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-2
(NOT APPLICABLE)

F-3
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY /
SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s. TALCHER FERTILIZERS LIMITED (TFL) ROOM NO.- 213, FIRST FLOOR, NEW ADMINISTRATIVE BUILDING, TALCHER, POST- VIKRAMPUR, DIST.- ANGUL, ODISHA- 759106	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA/FOA No. _____ dated _____ for TFL having registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar – 751014 (herein after called the "TFL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify TFL, in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to TALCHER FERTILIZERS LIMITED (TFL) we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to TFL in such manner as TFL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said

M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by TFL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by TFL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction from _____ M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that TFL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that TFL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by TFL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as

aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
10. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of TFL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

F-4
AGREED TERMS & CONDITIONS

To,

M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY
FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE
WELL, AT TALCHER, ODISHA

TENDER NO: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 07.10.2023

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Bidder confirms the currency of quoted prices is in Indian Rupees	
3	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.	
4	Bidder confirms that they have quoted rate of GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	
4.1	Rate of GST (CGST & SGST/ UTGST or IGST) quoted in Price Schedule/ SOR.	CGST: % Plus SGST/UTGST..... % Total:% Or IGST..... %
4.2	Service Accounting Codes (SAC)	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.	Yes/No
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5	Bidder confirms acceptance of relevant Payment Terms specified in the Tender Document.	
6	Bidder confirms that Contract Performance Security will be furnished as per Tender Document.	

7	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.					
8	Bidder confirms compliance to Contract Period as specified in Tender document. Confirm contract period shall be as per clause 11.0 of PART-II(A) of Special Conditions of Contract (SCC) i.e. Two year from the date of deployment of Security Personnel at TFL site on issuance of Fax of Acceptance (FOA) /Detailed Letter of Acceptance (DLOA) and extendable for a further period of maximum Six month on the same rates, terms and conditions depending upon the performance with a provision of One month notice for termination of contract on sole discretion of the Talcher Fertilizers Limited.					
9	Bidder confirms acceptance of Price Reduction Schedule (PRS) as specified in Special Conditions of Contract (SCC). In case of delay, the bills shall be submitted after reducing the price reduction due to delay.					
10	a) Bidder confirms acceptance of all terms and conditions of Tender Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.					
11	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno commercial Bids					
12	Not Applicable					
13	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ TFL or their relative is not a partner.	<table border="1"> <tr> <td>Confirmed</td> <td></td> </tr> <tr> <td>Not confirmed</td> <td></td> </tr> </table>	Confirmed		Not confirmed	
Confirmed						
Not confirmed						
14	All correspondence must be in ENGLISH language only.					
15	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.					
16	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.					
17	<u>No Deviation Confirmation:</u>					

	It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
18	<p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
19	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
20	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Special Conditions of Contract, or any other part of Tender document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfillment of the contract in all respect within the scheduled time frame and quoted price.	
21	<p>Bidder hereby confirms that they are not on 'Holiday' by TFL or any of their JV companies viz. GAIL/RCF/CIL/FCIL or Public Sector Project Management Consultant (like PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government Department/ Public Sector on due date of submission of bid and during the course of finalization of the tender.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are</p>	

	<p>on banning list of TFL or any of the their JV companies viz. GAIL/RCF/CIL/FCIL.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of TFL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to TFL by them.</p>	
22	<p>Bidder confirms that they have read and understood the General Conditions of Contract-Services available on TFL's Tender website (http://fionline.co.in/images/GCC-FOR-SERVICES.pdf) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC</p>	
23	<p>Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.</p>	
24	<p>Bidder confirms that they have read & understood the Special Conditions of Contract (SCC) including each individual part enclosed with tender document along with all clauses specified in it.</p> <p>Further, Bidder confirms that they have accepted & agreed to execute the contract as per each clause of each part(s) of SCC without any deviation or exception.</p>	
25	<p>Bidder certifies that they shall not indulge themselves or allow others (working in TFL) to indulge in fraudulent activities and that they would immediately apprise TFL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of TFL is liable to be treated as crime and dealt with by the procedures of TFL as applicable from time to time.</p>	
26	<p>Bidder confirms that (i) any variation in GST during contract period for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.</p>	

27	Local Content (LC) % as declared by bidder	[Tick (✓) whichever is applicable] c) LC Equal to or more than 50% <input type="checkbox"/> d) LC More than 20% but less than 50% <input type="checkbox"/> e) LC Equal to or less than 20% <input type="checkbox"/>
28	Whether Self-Declaration as per Form F-14 submitted (To be submitted by bidder having LC% equal to or more than 50%)	
29	Bidder confirms that they will submit the Forms F-2, F-3, F-9 and F-10 as per the prescribed content strictly without any deviations/exceptions if their bid emerges as successful.	
30	Bidder confirms that they will submit the PSARA License for the State of Operation of the security agency at the time of signing of the contract agreement along with contract agreement.	
31	Whether bidder has submitted all corrigendum/Addendum issued against tender document	Yes / No
32	Whether bidder has submitted blanked out copy of SOR duly mentioning the words "QUOTED/NOT QUOTED".	Yes / No

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in TFL issued the tender, by filling up the Format)

To,

M/s TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA

TENDER NO: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 07.10.2023

Dear Sir,

We hereby acknowledge receipt of a complete set of tender documents along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :
Telephone Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

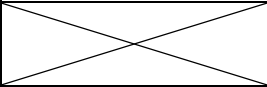
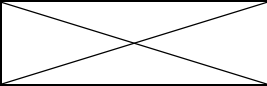
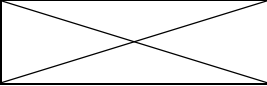
Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

F-6 (A)
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the Tender document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and Stamped on each page of Tender Document along with Corrigendum, if any		
iii	Details and documentary proof required against Bid Evaluation Criteria (BEC)		
iv	Confirm submission of documents along with unpriced bid as per Tender requirement.		
v	Integrity Pact as per "Form F-11" duly signed by Authorized signatory of bidder on each page with Name, Designation & signature of two witnesses on last page.		
vi	Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per "Form F-15"		
vii	Submitted all Formats as per Clause No. 11 of ITB with the bid duly filled in and Signed & Stamped by Authorised Person		
viii	Confirm that the scanned copy of SCHEDULE OF RATES has been submitted duly mentioning with the words 'QUOTED' against columns applicable to be filled by bidder & submitted along with unpriced/Techno commercial bid.		
ix	Prescribed Format for Compliance & Adherence of BEC Technical Criteria as per "Form F-12"		
3.0	Confirm that the price part as per Price Schedule format submitted with the bid.		
4.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-6(B)		

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-6 (B)

**CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS FOR
BIDDER**

(Refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder
Technical BEC			
Any other technical criteria in BEC			

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-7

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY
FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE
WELL, AT TALCHER, ODISHA

TENDER NO: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 07.10.2023

Sl. NO.	REFERENCE OF TENDER DOCUMENT				BIDDER'S QUERY	TFL'S REPLY
	SEC. NO.	Page No.	Clause No	Subject		

NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

F-8
E-Banking Mandate Form

1. Vendor/Customer Name :
2. Vendor/Customer Code:
3. Vendor /Customer Address:
4. Vendor/Customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Talcher Fertilizers Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Talcher Fertilizers Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

F-9
PROFORMA FOR CONTRACT AGREEMENT
(To be executed on non-judicial stamp paper of appropriate value)

DLOA No. dated -----

TFL's PAN No. AAFCT8667A

Contract Agreement for the work of ----- of TALCHER FERTILIZERS LIMITED made on ----- between (Name and Address)-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and TALCHER FERTILIZERS LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of EMPLOYER

TALCHER FERTILIZERS LIMITED

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

Signed and Delivered for and
on behalf of the CONTRACTOR.

NAME OF CONTRACTOR

Date: _____

Place: _____

1. _____

2. _____

F-10
INDEMNITY BOND

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS TALCHER FERTILIZERS LIMITED (hereinafter referred to as "TFL") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khorda, Bhubaneswar – 751014 has entered into a contract with M/s*..... (hereinafter referred to as the "Contractor") which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [**mention the work order/LOA/Tender No.**] and various documents forming part thereof, hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

TFL has also advised the Contractor to execute an Indemnity Bond in general in favour of TFL indemnifying TFL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s) / subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of TFL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified TFL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against TFL under or in relation to this contract. The Contractor undertakes to compensate and pay to TFL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by TFL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with TFL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of TFL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which TFL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/ revoked by any change/ modification/ amendment/ assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/ Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/ all claims for payment of TFL are settled by the Contractor and/or TFL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY:

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:

F-11

INTEGRITY PACT

(ATTACHED SEPERATELY)

F-12

Prescribed format with matter for compliance & adherence of Technical BEC

(To be Submitted by Bidder on non-judicial stamp paper of Rs. 100/- duly filling with all information)

“To,

M/s TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA

TENDER NO: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 07.10.2023

I / We _____ (Name of owner of agency) the proprietor/owner of _____ (Name of agency) confirm that _____ (Name of the agency) have quoted the service charges as per Directorate General Resettlement (DGR) Guidelines & committed to pay the minimum wages to the personnel deployed at Talcher Fertilizers Limited (TFL) as per Ministry of Labour & Employment minimum wages notification/DGR Guideline & their subsequent revision. I / We also confirm that in case quoted service charges by me/us is below DGR prescribed charges then my/our bid will be rejected by Talcher Fertilizers Limited (TFL).”

Prescribed format with matter for compliance & adherence of Technical BEC

(To be Submitted by Bidder on non-judicial stamp paper of Rs. 100/- duly filling with all information)

“To,

M/s TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA

TENDER NO: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 07.10.2023

I / We _____ (Name of owner of agency) the proprietor/owner of _____ (Name of agency) confirm that _____ (Name of the agency) have never been blacklisted by any State PSU/Central PSU (including TFL). I / We also undertake to indemnify to Talcher Fertilizers Limited (TFL) any expenditure incurred / loss suffered by it by our act of misrepresenting or concealing facts. It is understood by us that false documents submitted by us may lead to termination of our contract / participation.”

F-13

UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY
WITHIN STIPULATED TIME LINE
(To be submitted on letter head of bidder)

To,

M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY
FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE
WELL, AT TALCHER, ODISHA

TENDER NO: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 07.10.2023

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security (CPS) / Security Deposit (SD) as specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security (CPS) / Security Deposit (SD) within 30 days from the date of issuance of Detailed Order of Acceptance / Fax of Acceptance.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Bidder Name:

Seal:

F-14
DECLARATION BY BIDDER TOWARDS MINIMUM LOCAL CONTENT
(TO BE SUBMITTED BY BIDDER HAVING LOCAL CONTENT EQUAL TO OR MORE
THAN 50% ON THEIR COMPANY'S LETTER HEAD)

To,
M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY
FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE
WELL, AT TALCHER, ODISHA

TENDER NO: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 07.10.2023

Dear Sir,

A. We M/s (**Name of Bidder**) hereby confirm/certify that the goods / services offered vide our offer no..... dated meets the mandatory minimum Local content requirement of 50% as specified in tender document no. for claiming purchase preference under Public Procurement (Preference to Make in India) Policy.

B. The **details of the location** at which the local value addition is made as follows:

Sl. No.	Item Description	Details of the Location(s) where the local value addition is made
1.		
2.		
3.		
4.		

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Note:

- i. The Authorized Signatory of Bidder shall be the proprietor as per sl. no. 8 of ADVICE & INSTRUCTION TO THE PRINCIPAL EMPLOYER, PROPRIETORS/DIRECTORS.

UNDERTAKING ON LETTERHEAD

To,
M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY
FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE
WELL, AT TALCHER, ODISHA

TENDER NO: TFL/TALCHER/PROJ/C&P/SECURITY/2023/VM DATED 07.10.2023

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance,
Government of India
(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s _____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country []]
- (ii) If the Bidder is from such a country []]
which shares a land border with India, has been registered

with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

F-16

UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

(To be submitted on letter head along with documents for release of payment)

To,

M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB: TENDER DOCUMENT FOR HIRING OF DGR SPONSORED SECURITY AGENCY FOR DEPLOYMENT OF SECURITY PERSONNEL AT TFL TOWNSHIP & INTAKE WELL, AT TALCHER, ODISHA

DLOA NO:

Dear Sir,

We _____ (Name of the Supplier/Contractor/Service Provider/ Consultant) hereby confirm that E-Invoice provision as per the GST Law is

- (i) Applicable to us []]
- (ii) Not Applicable to us []]

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by TFL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to TFL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then TFL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such **GST amount (CGST & SGST/UTGST or IGST)** or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Bidder Name:

Seal:

INTEGRITY PACT

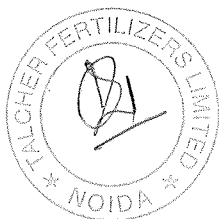
INTEGRITY PACT

INTRODUCTION:

TFL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (TFL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure - 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.



ANNEXURE-1

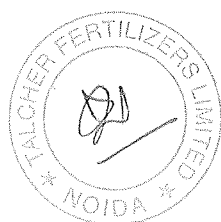
Bidder is required to sign the Integrity Pact with TFL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with TFL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass TFL's confidential information to any third party unless specifically authorized by TFL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any TFL associate.
- f) The Counterparty shall not make any false or misleading allegations against TFL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per “Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, TFL shall be entitled to terminate the Contract. Further, TFL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per “Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”

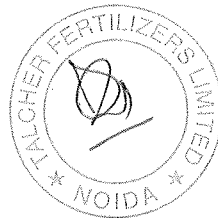


INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) have been appointed by TFL, in terms of Integrity Pact (IP) which forms part of TFL Tenders / Contracts.

- i) Shri Sanjeev Prasad Narain Singh (Email ID: spns108@gmail.com)
- ii) Shri Anil Kumar Sharma (Email ID: aksharma1512@gmail.com)

This panel is authorised to examine / consider all references made to it under this tender/ contract. "The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Shri Sanjeev Prasad Narain Singh (Email ID: spns108@gmail.com) & Shri Anil Kumar Sharma (Email ID: aksharma1512@gmail.com) or with CC to them through their Nodal Officer - Sh. Manna Paul, DGM (C&P) – Email: mannapaul@gail.co.in, Address: Talcher Fertilizers Limited, C/o GAIL Training Institute, PARC Building, Plot No. 24, Sector-16A, Film City, Noida (U.P.) - 201301. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and TFL authorities concerned for their disposal as per extant guidelines."



INTEGRITY PACT

(To be executed on plain paper)

Between Talcher Fertilizers Limited (TFL) [here-in-after referred to as "Principal"].

AND

_____ (here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

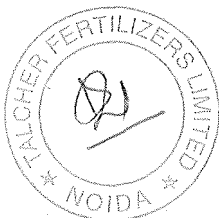
1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.



- iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
 - i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents,



brokers or any other intermediaries in connection with the award of the contract.

- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

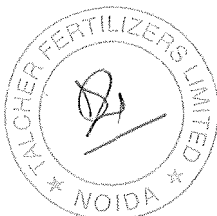
If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"



Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

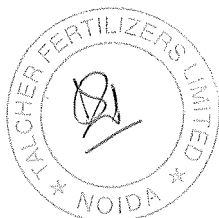
1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents / records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents / records / information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to MD, TFL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an



impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

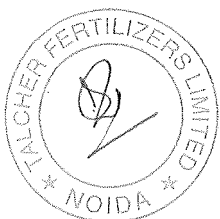
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to MD, TFL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to MD, TFL, a substantiated suspicion of an offence under relevant IPC/PC Act, and MD, TFL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then, only in case of very serious issue having a specific verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
10. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD, TFL.

Section 10 – Miscellaneous provisions



1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor/Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.



मन्ना रॉल्लु/MANNA RALLU
 (For & on Behalf of Principal)
 जनसहायक (वित्त) अधिकारी/General Manager (CF)
 ताल्चर उर्वरक लिमिटेड/Talcher Fertilizers Ltd.
 जीटीपार्क बिल्डिंग/GTI PARC Building
 प्लॉट नं.- 24, सेक्टर-16ए, नोएडा-201 301 (उ.प्र.)
 Plot No. 24, Sec.-16A, Noida-201 301 (U.P.)
 (Office Seal)

 (For & on Behalf of
 Bidder/Contractor)
 (Office Seal)

Place -----
 Date -----

Witness 1:
 (Sign, Name & Address)
 [FOR PRINCIPAL]

Geogam [SORA DEOYAM, DM (CF)]
 TALCHER FERTILIZERS LIMITED (TFL)
 PLOT NO. 24, SECTOR-16A, NOIDA,
 U.P. - 201301

Witness 2:
 (Sign, Name & Address)
 [FOR BIDDER / CONTRACTOR]

.....

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

The complete GCC (General Conditions of Contract) is available on TFL's website (<http://tflonline.co.in/images/GCC-FOR-SERVICES.pdf>). Bidders are advised to go through the entire GCC and Confirm understanding and acceptance of the same [under Sl. No. 22 of F-4 (Agreed Terms and conditions)].

SECTION-V

SPECIAL CONDITIONS OF
CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)

**PART-II (A): SCC FOR DEPLOYMENT OF SECURITY GUARDS & SECURITY SUPER VISORS
AT TOWNSHIP & INTAKE WELL OF TFL, TALCHER**

1.0 DEFINITION OF TERMS

In this contract document, unless the context otherwise requires all the words and expressions shall have the same meaning as respectively assigned to them as below:

(a) General Description of Work:

DEPLOYMENT OF SECURITY GUARDS & SECURITY SUPERVISORS AT TOWNSHIP AND INTAKE WELL OF TALCHER FERTILIZERS LIMITED, TALCHER, ANGUL (DIST), ODISHA FOR PROVIDING SECURITY CARE AND LOSS PREVENTION SERVICES.

(b) Time Period:

INITIALLY FOR A PERIOD OF TWO YEAR AND CAN BE EXTENDED FURTHER BY MAXIMUM ANOTHER SIX MONTH DEPENDING UPON THE PERFORMANCE AND ON SOLE DISCRETION OF TALCHER FERTILIZERS LIMITED

(c) The 'Company' shall mean Talcher Fertilizers Limited, incorporated under the Companies Act, 1956 and having its registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar - 751014.

(d) The 'Contractor' shall mean the person or persons, firm or company who has agreed to provide the services as mentioned herein to the Company.

(e) The Proprietor will present himself in person for all dealings with Principal Employers. **No dealing through representative on Power of Attorney** are permitted [refer para 16(b) of the OM dated 13th May, 2021]. Further, holder of power of attorney / representative of proprietor /Director is **NOT Authorized to conclude** the contract with the principal Employer.

(f) Engineer In Charge (EIC) / Site In Charge (SIC) [Hereinafter referred to as EIC/SIC] shall mean the person designated as such by the Company and expressly authorized by the Company to act for and on its behalf.

(g) The 'Contract' shall mean this agreement and all other related documents between the company and the contractor for providing the services herein mentioned.

2.0 The contractor hereby confirms that he has already inspected the work sites and clearly assessed the nature and extent of works and conditions under which it will be carried out.

3.0 The pattern and items of uniform to be issued to the security personnel is attached at **Annexure "A"**.

4.0 Only Service Charges shall be quoted in SOR in percentage. The total amount of service charge calculated in SOR (based on quoted percentage service charge) shall remain firm & fixed till contract period. **No amendments will be made in the schedule of rates.**

5.0 Contractor should produce EPF Registration Certificate before commencement of work. Contractor should produce ESIC Registration Certificate before commencement of work. For Security Personnel who are not covered under ESIC Act, the contractor should obtain Group Personal Accident Insurance Coverage in line with Employees' Compensation Policy and submit a copy of the same to Talcher Fertilizers Limited. The actual rate towards premium coverage will be reimbursed limited to ESIC amount.

- 6.0** The contractor hereby agrees to provide Security Guards and Security Supervisors all materials required for carrying out the job indicated in the Scope of work viz, registers, cells, uniform, baton/lathi, arms & Ammunition (to the armed guards), torches, waterproof clothing etc. all necessary items to carry out the work set down in the scope of Work, which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract and Special conditions of contract.
- 7.0** The contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.
- 8.0** The service charge agreed shall remain firm till the expiry of the contract and the contractor shall not be entitled to any increase or revision (except statutory or otherwise) or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates as such are all inclusive.
- 9.0** All the persons engaged by the contractor shall be on his payroll and be paid by him and hold the owner i.e. Talcher Fertilizers Limited harmless from any liability or penalty in this regard. All payments with regard to the payment of wages/salaries are to be made through E- Banking / ATM/ Electronic means into his / her pension account of ESM with the bank. Proof of the payment through bank issued by the bank with seal and signature are to be deposited with the principal employer and SIC/EIC.
- 10.0** The minimum wages payable at present to the Security Personnel's is as given here under:-

Sr. No.	Personnel	Basic Wages (BW) plus VDA for Area-C	Remarks
1	Security Guards without arms	Rs. 695/-	As per notification by DGR on minimum wages for one day w.e.f. 1st April 2023.
2	Security Guards with arms	Rs. 816/-	
3	Supervisor	Rs. 924.35/-	

The calculation is required to pay the revised wages as and when the same is notified by DGR.

- 11.0** The period of contract shall be initially for a period of Two year from the date of deployment of Security Personnel at TFL Township on issuance of Fax of Acceptance (FOA) /Detailed Letter of Acceptance (DLOA) and extendable for a further period of maximum Six Month on the same rates, terms and conditions depending upon the performance with a provision of One month notice for termination of contract on sole discretion of the Talcher Fertilizers Limited.
- 12.0** Neither part of contract nor any share of interest therein shall in any manner or degree, be transferred/assigned or sublet by the contractor directly or indirectly to any person/ firm or corporation, whatsoever.
- 13.0** Talcher Fertilizers Limited has the right to alter the scope of the services in quantum as per the exigency of work. The contractor shall accordingly provide service as may be required by Security In charge (SIC)/ Engineer In-Charge (EIC) on giving a notice of reasonable time.

14.0 QUALITIES / SPECIFICATIONS REQUIRED FOR SECURITY GUARDS

14.1 All the Security guards (both with arms & without arms) deployed by the contractor should be Ex-servicemen and not below Medical category 'B' and Character not below 'Very Good' who have served in the Army/Navy/Air force and have unblemished record of service besides being mentally and physically fit. The personnel thus deployed should be trained in first aid and fire fighting and should be fully conversant with various fire fighting equipment, their use and proper maintenance. Medical fitness certificate and Police verification of the deployed security guards & security supervisors shall be carried out by the agency at no additional cost to Talcher Fertilizers Limited prior to their deployment. All gunman placed should be in possession of valid license / All India license. All the weapons are to be in serviceable condition and as and when desired the guard should be able to fire. All ammunition should be within the expiry period. The contractor will submit the report on maintenance of individual weapon quarterly and a certificate from the guards on practice firing carried out yearly.

14.2 The format for submitting the report on maintenance of weapons will be as follows:

Sl. No.	Name of guard	Type of weapon / make	Weapon number	Date on which maintenance carried out

Signature of contractor

14.3 The Security Supervisor shall be the ranks of Naib Subedar / Subedar or equivalent of Navy/ Air force officers. The Security supervisors are required to be medically fit and character unblemished, proof of the same to be submitted. Talcher Fertilizers Limited will have the sole discretion of choosing / deploying the security Officers as per its requirements.

14.4 In view of nature of business operations and nature of duty, for efficacy & efficiency purpose, contract workers will be deployed up to the age of 58 years. However, the maximum age limit can be relaxed for a further period of two(02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e physically fit with good health, good eye sight without and disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract workers if deployed beyond 58 years.

14.5 Contractor shall be responsible for the proper behavior of the persons employed by him and shall exercise control over them. He shall also be bound to prohibit and prevent his employees from taking any direct or indirect interest and/or support, assist, maintain or help any person or persons engaged in any way, be detrimental or prejudicial to the interest of the company or of the properties or occupiers of land/properties in the neighborhood. In the event of any such action by his person or persons, engaged in any way, be detrimental or prejudicial to the interest of the company or of the properties or occupiers of land/properties in the neighborhood and in the event of any such action by his person or persons, contractor shall be fully and exclusively responsible thereof and shall keep the company harmless and indemnified from any consequential claims, action, suits, proceedings losses or damages on any ground, whatsoever. The contractor will be responsible for the character verification of persons employed by him.

14.6 All employees of the contractor entering in work premises shall be properly and neatly dressed in uniform and shall be in possession of Identity Cards while working on premises of company work site.

14.7 In case the service provided by the Contractor through its employees is not up to the contractual obligation, the contractor should take appropriate steps to provide service through other person within 24 hours of receiving any unsatisfactory report from the EIC / SIC.

-
- 14.8** In case of emergency when called upon the contractor/ supervisor will be present at the site of incident for coordination and if asked for should be able to provide additional manpower.
- 14.9** The contractors will ensure that the duties are performed as per extant systems and documents maintained as per formats as given by the EIC / SIC.
- 14.10** The contractor should get verification of documents of guards with the EIC / SIC and get his consent before deploying/ replacing / removing.

15.0 COMMON CONDITIONS

- a) The agency should have the capability of deploying the Security Guards (both with arms & without arms) immediately on award of the contract and the agency should submit with proof the list of persons being deployed.
- b) Payment to the agency will be made through E- Banking; the agency should have an account where E-Banking can be done.
- c) A maximum of 10% of Non-ESM personnel can be employed by the Security Agency/ State ESM Corporations. Any violation in this aspect will lead to disempanelment as per Para-8(a) (i) of the Office Memorandum No 28(75)/2020-D (Res-I) dated 13.05.2021.
- a) The Contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Laws, legislations including labour license from the Competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970. The Contractor is liable to abide by any changes, as applicable, in the Labour Laws/Legislations as would be notified by the Central Govt./State Govt.(s).
- b) The Contractor shall be responsible for necessary compliance / contributions towards EPF, EPS, EDLI and ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to Talcher Fertilizers Limited and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate PF Registration Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of Talcher Fertilizers Limited.

Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of provident Fund contribution with EPFO along with details of employees and provident Fund A/C No. duly certified by Contractor along with TRRN Receipt and copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESIC contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly certified by Contractor are to be deposited with the EIC/SIC. Contractor is required to maintain the statutory records and registers for applicable labour laws as prescribed under the following rules-

- i) Ease of compliance to Maintain Registers under the various Labour laws, 2017.
- ii) Rationalization of Forms and Reports under certain Labour Laws Rules, 2017.

The contractor has to maintain the following (but not limited to) Registers/Forms/Reports>Returns at all times:

- i) Employee Register in Form-A
- ii) Wage Register in Form-B
- iii) Register of Loan/Recoveries in Form-C
- iv) Attendance Registers in Form-D
- v) Register of Rest/Leave/Leave Wages in Form-E
- vi) Copies of Wage Slips in Form-XIX
- vii) Copies of Employment Card in Form-XII

On changes in the Labour Laws as would be notified by the Central Govt. and as such the contractor is bound to abide by such changes.

Contractor is also liable to comply with all applicable laws and regulations passed, modified, notified from time to time by the Central Govt., State & Local Govt. Agencies/Authorities. Specific attention of the contractor is drawn to the following Acts/Policies-

- i. The Minimum Wages Act, 1948
 - ii. The Payment of Wages Act, 1936
 - iii. The Employees Provident Fund & Miscellaneous provisions Act, 1952
 - iv. The Employees State Insurance Act, 1948
 - v. The Employees Compensation Act, 1923
 - vi. Group Personal Accident Insurance Policy
 - vii. The Payment of Bonus Act, 1965
 - viii. The Contract Labour(Regulation & Abolition) Act, 1970
 - ix. The Inter State-Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
 - x. The Factories Act, 1948
 - xi. Equal Remuneration Act, 1976
 - xii. The Building and Other Construction Workers Act, 1996
 - xiii. Any other Act as would be applicable
- f) Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)** through the participating banks and submit the proof of such insurance coverage to the satisfaction of TFL. The cost of the insurance premium amount for the above schemes shall be borne by the contractor giving evidence/ proof to TFL in this respect.
- g) The security agency should obtain and submit the License from the Issuing Authority within the stipulated time. The directives as per the PSAR Act / relevant rule will be strictly followed by the agency.
- h) The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- i) The contractor shall open and maintain an office locally. Office shall remain open throughout the day with communication and transport facility to receive instructions, notice or other communications in order to execute the contract. The details of the office address, contact

number and all other relevant details will be submitted by the Contractor to EIC/SIC before commencement of work. The Contractor shall ensure that the persons so deployed in his office is as per DGR specification and must ensure all compliances as applicable to his office and persons deployed in the office. The above Establishment will be part of Contractor's establishment. The contractor is required to display copy of Contract Labour License, PSARA License, abstracts of applicable labour laws at appropriate place inside its office premises.

- j) Contractor shall be required to obtain requisite labour license at his own cost from the appropriate Licensing Authority before undertaking contract work and submit copy of the same to TFL.
- k) Contractor to submit commencement & completion certificate of job to appropriate authority as per procedure laid down in the Contract Labour (Regulation & Abolition) Act, 1970 and submit copy of the same to TFL.
- l) Contractor to submit Annual/ Half yearly returns under various applicable acts including the Contract Labour (Regulation & Abolition) Act, 1970 to appropriate authority and submit copy of the same to TFL.

16.0 PAYMENT TERMS

The contractor shall submit monthly bill for security guards supported by all relevant documents as per Labour Laws to EIC/SIC along with Attendance sheets duly certified by EIC/SIC, Payment of wages sheet duly signed by concerned authorized personnel of the contractor & certified by EIC/SIC during the first week of following months. The payment of the same may be released within 21 days after receipt and verification of the same.

17.0 PRICE REDUCTION SCHEDULE

Price reduction schedule shall be as per GCC. Please visit & refer <http://tflonline.co.in/images/GCC-FOR-SERVICES.pdf>.

18.0 DEFECT LIABILITY PERIOD

Defect liability period shall be three (03) months from the date of completion of contract period. SD/CPBG shall be released after successful completion of the defect liability period.

19.0 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

Please refer clause no. 35 of ITB (Section III of tender documents).

20.0 AT THE TIME OF CLOSURE OF CONTRACT

The contractor has to submit Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying TFL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ ESI contributions, Insurance and other payments in Performa Indemnity Bond.

PART-II (B): SCC FOR DEPLOYMENT OF SECURITY GUARDS & SECURITY SUPER VISORS AT FACTORY PREMISES & WATER INTAKE WELL FACILITIES

The CONTRACTOR is required to provide security to all duty places within the jurisdiction of Talcher Fertilizers project/unit round the clock for the period as specified and required by TFL from time to time by deploying its employees for the said purpose. The contractor scope of work generally includes without limitation of the following services:

-
- 1.0 The contract shall comprise of 04 supervisors, 19 Security Guards with arms and 31 Security Guards without arms and 1/6th reliever inclusive in the total manpower. However, the security manpower on any day during the contract period shall not exceed 54 nos. Talcher Fertilizers Limited will have complete discretion to increase/reduce the manpower under different categories during the course of contract.
 - 2.0 The contractor shall engage trained, diligent, experienced, intelligent and hardworking ex-servicemen guards.
 - 3.0 The Contractor will provide training to its employee from time to time as per DGR guidelines so that they can perform their job efficiently as per the need of the hour and in consonance with the pace and changing time. The contractor shall make all provisions for the conduct of training at a centralized place for the deployed security personnel with no additional cost to Talcher Fertilizers Limited.
 - 4.0 The company shall have the powers to issue necessary instructions concerning discipline, decorum, work performance, safety etc., to the persons engaged through the contractor and the persons engaged shall comply with all such instructions strictly.
 - 5.0 No other payment will be payable other than schedule of payment to the contractor. The payment for rest days, holidays, Sundays, National holidays will be paid by the contractor as per labour rules / DGR guidelines.
 - 6.0 A copy of all reports and returns to the DGR and Statutory authorities will be forwarded to the EIC/SIC by the contractor.
 - 7.0 The quoted rates shall be considered as per DGR guidelines/relevant labour laws.
 - 8.0 Income Tax shall be deducted at source from contractor's monthly bill/bills as per Section 194 C of Income Tax Act, 1961. Income Tax Deductions Certificate shall be issued to the contractor.
 - 9.0 The Contractor should meet the EIC/SIC monthly as per guidelines and visit the Establishment.
 - 10.0 Uniforms will be provided by the contractor as specified to the security personnel and the condition of the uniform should be presentable. (**Refer Annexure 'A'**).
 - 11.0 The contractor will issue and ensure Employment letter, Pay slip, PF code, ESI card etc. to the deployed manpower as per statutory guidelines. Leave and relievers will be ensured 100%.
 - 12.0 The contractor must be able to provide and cater for extra manpower as and when asked for additional duties during exigencies, wages will be paid as per daily minimum wages of SOR.
 - 13.0 Protecting & safeguarding and securing all the places/premises & assets of TFL project site and intake well at Talcher, Angul, Odisha.
 - 14.0 The Security Agency shall be responsible for the security of the Township of the company, its executives and employees, including all its equipment & accessories and materials etc. at posting sites from all losses by mean of theft or pilferage. The security agency shall also be responsible for the security of the belongings of the Management and other property. Further, the Security Agency will also assist the management of TFL for taking up and pursuing with the Police Authorities or all matters in connection with lodging FIR, Investigation, Enquiry etc.

-
- 15.0 To check the incoming and outgoing goods/property against proper gate pass duly authorized by in-charges of the different departments through Online material management system/ physical (list of such authorized persons will be given by the Company). The contractor's responsibility also includes Checking and keeping record of incoming and outgoing materials through gate pass.
 - 16.0 The care-taking personnel before and after working hours will do the locking and unlocking of the doors and rooms of the building.
 - 17.0 To ensure proper and economical use of electricity and water by switching off switches/taps wherever required.
 - 18.0 To report to officers concerned in the Security Department of any irregularity observed and give suggestions for improvement of the security/care-taking systems in the best interest of the Company.
 - 19.0 To investigate accidents, cases of theft and any such activities which are prejudicial to the Company's interest.
 - 20.0 Not to allow any damage or destruction or loss to the property and premises of Talcher Fertilizers limited guarded by the personnel of the contractor.
 - 21.0 Any other care-taking arrangements of the Company to be assigned from time to time and place to place.
 - 22.0 Above duties are illustrative and not exhaustive. Contract personnel may be asked to perform additional duties not mentioned here in above.
 - 23.0 Guards should be polite but affirmative, Visitors will be treated with dignity.
 - 24.0 Security guards have to be given one day rest after a continuous period of six days work every week as per DGR guidelines. However, the same shall be without affecting the services of TFL. Month for the purpose of wages shall be of 26 days.

AGREEMENT

- 1.0 Contractor shall execute an agreement in prescribed Performa on non-judicial stamp paper of Rs.100/- within 30 days on receipt of work order. The cost of stamp paper shall be borne by the contractor.
- 2.0 Contractor shall maintain proper records of his employee's attendance and payments made to them and furnish one copy of such records to the company.
- 3.0 Round the clock services would be provided by the contractor at all the locations.
- 4.0 All liability towards over time or extra payment for any person engaged for more than normal working hours shall be borne by the contractor as per DGR guidelines/relevant labour laws. The EIC/SIC or his authorized representative on his own accord can change the timings/spread over without assigning any reason.
- 5.0 At the appointed date, place and hour, the contractor shall provide services as stated in Part-III (A).
- 6.0 Contractor shall issue an identity card to each person who shall wear at the time of providing service and produce it on demand.

-
- 7.0 Contractor shall be directly and exclusively responsible for any liability arising due to any difference or dispute between him and his employees.
- 8.0 For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payment due to the contractor and out of such amount or the amount likely to fall due to the contractor (but within obligation to do so) makes such payments, as it may consider necessary for smooth working.
- 9.0 The contractor shall at his own cost extend insurance coverage to all his employees as may be required under relevant acts.
- 10.0 The company shall not provide any medical assistance or transportation of persons to work site or back.
- 11.0 The contractor shall provide at his own cost safety equipment/materials to persons engaged in care taking and up-keeping of installations. All the safety rules and regulations will be observed by the persons engaged under this contract.
- 12.0 Company shall not provide any facilities such as living accommodation/huts/sanitary cabin etc., at Work site.
- 13.0 The contractor shall submit monthly bill for security guards supported by all relevant documents as per applicable Labour Laws to EIC/SIC of the contract during the first week of following months. The payment of the same may be released within 21 days after receipt and verification of the same.
- 14.0 Please note that the GSTN of Talcher Fertilizers Ltd., Talcher is **21AAFCT8667A1ZH**.
- 15.0 **PAYING AUTHORITY**
Director Finance (TFL)
Talcher Fertilizers Limited
- 16.0 If contractor fails to provide required number of persons for duties or his employees fail to make themselves present for duties or during checks they were found to be absent, penalty will be levied.
- 17.0 If the contractor failed to commence the work specified in Schedule of Works / Rates, he fails to deposit the amount of security deposit specified in Part-I, General Conditions of the Contract of Part-II above, the said company or its successors without prejudice to any other right or remedy will be at liberty to forfeit security deposit specified in Part-III (A) above and Part-I, General Conditions of Contract. The Company shall also be at liberty to Terminate the Contract and forfeit the security deposit if the contractor fails to deploy the required manpower within the mobilization period/fails to discharge the contractual obligation/shows inability/backes out from the contract/defaults in statutory payments/obligations/defaults in making payment of wages to the guards besides taking other actions permissible under Law.
- 18.0 Talcher Fertilizers Limited will not provide any transport to the supervisors. The agency will make its own arrangements for its representative to carry out fortnightly check, surprise checks etc. The agencies authorized representative will be required to accompany the EIC/SIC for checking of the Installations whenever called for in company provided vehicle. In case of emergency, if the authorized representative is asked to visit any installation apart from the normal routine vehicle will be provided.

-
- 19.0 The contractor will make good liaison with the local police authorities and statutory authorities.
- 20.0 The guard on duty at each installation shall keep with them all important telephone numbers like nearest police station, nearest Fire Station, numbers of concerned Talcher Fertilizers Limited, OIC office/residence telephone numbers, Security control room numbers, addresses so that they could inform and contact in case of any emergency.
- 21.0 TFL reserves the right to forfeit the security deposit, if the contractor fails or neglect to take up the job, abide by, to fulfill the terms and conditions of the contract and oblige or to execute the work satisfactorily.
- 22.0 **PENALTY/TERMINATION**
The Security In charge shall have power to impose penalty as follows:-
- a) Guard not alert @ 1st instance Rs. 300/-, 2nd Rs. 500, 3rd Rs. 700/- and thereafter guard to be changed.
 - b) Guard sleeping @ 1st instance Rs. 500/-, 2nd Rs. 800, 3rd Rs. 1000/- and thereafter guard to be changed.
 - c) Improperly dressed @ 1st instance Rs. 200/-, 2nd Rs. 300, 3rd Rs. 500/- and thereafter guard to be changed.
 - d) Post vacant @ 01-month salary of one person from the monthly bill of the contractor.
 - e) Theft / losses – Joint investigation will be carried out by EIC/SIC and the contractor and the cost of the item will be deducted from the bill.
 - f) Leave relief not placed – The agency has to deploy 100% leave relief. First month a notice will be served for not placing relievers. For subsequent default (reliever not placed in 2nd consecutive month), an amount of Rs. 1000/- against each reliever not placed will be deducted. In the event of default for third consecutive month, final termination notice will be issued to the contractor.
 - g) Salary not disbursed before 07th of every month @ Rs500/- from 08th of the month till the wages are paid in full.
 - h) If mobilization not carried out within 10 days from LOA / date of deployment – Security deposit will be forfeited and contract terminated.
 - i) Improper supervision and lack of command and control and improper response of the firm – All correspondence / letters will be counted for extension / termination of the contract.
 - j) Statutory obligations i.e. PF deposition, Issue of ESI permanent card, Insurance not done etc. if not being carried out / being fulfilled in time/ within the time frame @ Rs. 2000/- first time and if not carried out in the next month cumulative, Rs. 4000/- and so on thereafter.
 - k) Improper response of the proprietor / unacceptable response of the contractor. Three warning letters / notice which will lead to termination.
 - l) In case of the above instances occurring on repetition, TFL has the right to terminate the contract.
 - m) This penalty is in addition to any other penalty Price Reduction Schedule etc. mentioned elsewhere in the tender.

23.0 In case any default for more than three days in respect of rendering the desired services, Management shall be at liberty to arrange services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.

Note * Any deductions made by the contractor from the guards salary will be in as per the existing labour law rules/ statutory rules the report to be submitted to EIC/SIC after proper investigation.

24.0 The company for reason whatsoever and of which the company shall be the sole judge may terminate this contract by giving notice of 30 days and the contractor and his staff shall vacate the site/work place on the expiry of such notice period.

In the event of such termination of the contract, the contractor shall be paid for all the work executed up to the period of termination including refund of Security deposit, subject to deduction of any dues, penalties, other recoveries etc., within a period of three months at the discretion of EIC/SIC.

LOCATIONS OF DEPLOYMENT OF SECURITY GUARDS & SECURITY SUPERVISORS UNDER THE CONTRACT:

A. Requirement of Security manpower is 54 during the tenure of the Contract

Location	No. of Guards
TOWNSHIP AREA OF TALCHER FERTILIZERS LIMITED, ANGUL, ODISHA	Security Guards (with arms): 16 Security Guard (without arms):31 Security supervisor: 04
INTAKE WELL FOR WATER FROM BRAHMANI RIVER WHICH IS APPROX. 12 KM AWAY FROM TALCHER FERTILIZERS PROJECT SITE	Security Guards (with arms): 03

Note:

Location wise deployment of security guards is the sole discretion of EIC/SIC of the contract.

Date:

Signature of the bidder

Name:

Seal of the firm:

Contact number:

The specifications of the uniform are as follows (colour may vary as per rule): –

Items	Summer	Winter	Ceremonial
Shirt: Steel-gray	Half sleeve, Terry cotton	Full sleeve (cots wool)	Great coat for guard on duty in winter.
Trouser: Black	Terry cotton	Woolen	As per season with white spates
Cap	Black barrette	Black barrette	Black Peak cap with gold braid
Belt with wooden batten	Black, Web / Nylon	Black, Web / Nylon	Black cross-belt- leather, on cummerbund & hand gloves
Shoes / socks	Black leather / nylon	Black leather / nylon	Black leather / nylon with white spates / Anklets
Lane-yard	Black on right side	Black on right side	Black on right side
Company's logo / name of suitable size & design	on left sleeve / above left chest pocket	on left sleeve / above left chest pocket	on left sleeve / above left chest pocket
Shoulder title, cap & belt badges	Steel / white metal with Company's name & logo or "SECURITY" name & design	Steel / white metal with Company's name & logo or "SECURITY" name & design	Steel / white metal with Company's name & logo or "SECURITY" name & design
Scarf, cummerbund and sash	-	-	As given in picture
Raincoat & Gum shoe	-	-	For guard on duty.

All sample of the dress being issued would be first shown to the EIC/SIC before issue for checking quality.



STANDARD CONDITIONS SCC : SECTION-VI(B).

The following clauses should be incorporated / defined in SCC:-

1. "Service" shall comprise Scope of Work as attached.
2. "Location(s) shall be as defined in the Scope of Work.
3. **Engagement:** Talcher Fertilizer Ltd (TFL) hereby engages Service Provider to provide the Services at the Locations and for the Period of 24 months (**number of months to be mentioned**) from the date of commencement of service subject to the terms and conditions hereinafter specified.
4. **Mandays:**
 - a) Minimum requirement of mandays/resources: "*number of mandays to be defined as per requirement and Scope of Work.*" (The requirement and the category thereof to be clearly defined)
 - b) Qualification and experience of resources deployed: "*to be defined as per requirement and Scope of Work.*" Ex-Servicemen pensioners- (Supervisor = JCOs, Gunmen = Guard with Gun License & Guard = NCO & sepoy.
 - c) Service Provider shall ensure that the contract labour deputed for or in connection with the provision of the Services shall be:
 - i. trained, experienced and competent to do the jobs for which they are assigned.
 - ii. well dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and where required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them,
 - iii. polite, respectful and courteous to all persons with whom they deal/ interact.
5. **Gate/ Entry Pass or Authorization:** Entry to the offices is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department. The contractor shall issue Identity cards in his firm's name to the contract labour deployed.
6. **Uniform and Personal Protective Equipment / Safety Kit and Liveries:** Service Provider shall ensure adequate supply of uniform and personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such personal deployed.
7. **Deficiency:"**
 - a) Deficiency" shall mean a deficiency in the performance of services as mentioned in the Scope of Work including deployment of minimum services/resources, quality of material, quality or the efficiency of any Service (s) or non- compliance to any of the tender conditions at any time as determined by TFL (whose decision shall be final and binding on the Service Provider), provided that prior to arriving at such a decision, TFL shall give the Service Provider a show-cause notice setting out the Deficiency or Deficiencies observed, and give the Service Provider an opportunity of 7 (seven days) within which to make a representation in respect thereof. If any such representation is made, TFL shall take cognizance of the same

before taking a final decision. The decision of the Engineer in Charge with regard to any deficiency in service shall be final and binding on the parties.

- b)** It is recognized that there may be Deficiency in the performance by the Service Provider with regards to one or more of the Services required to be performed under the Scope of Work, the consequences whereof may not be quantifiable. With a view to discourage such deficiency in the performance of any Service(s) by the Service Provider, it is agreed that for each Deficiency as determined by Engineer-in-Charge / TFL in any Service(s) to be performed by the Service Provider, TFL shall be entitled to levy a token penalty of Rs. 1,000/- (Rupees One Thousand only) per day per deficiency in the price on the Service Provider.
- c)** In case of the Deficiency continues for such period or in such manner as determined by TFL that affects the services as mentioned in the Scope of Work (TFL's decision in this behalf shall final and binding on the Service Provider), TFL, without prejudice, have the right to avail price discount in respect of which the deficiency(ies) have occurred and also without prejudice to its the right to terminate the Contract thereof, terminate the service(s) in respect of which the deficiency(ies) have occurred and get such Service(s) performed at the risks and costs of the Service Provider for a period equivalent to the unexpired period of the Contract hereof provided TFL has given a written notice to the Service Provider of such deficiency(ies) and the Service Provider, within 7 (seven) days of receipt of such notice has not taken steps to the satisfaction of TFL for rectifying the deficiency(ies).
- d)** The Service Provider shall maintain all the Reports, Returns, Forms, proforma and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and TFL shall have the right to satisfy itself in this regard at any point of time. Each default by the Service Provider shall entitle the TFL to levy a token penalty on the Service Provider by deduction in the invoice(s) of the Service Provider or from the Security Deposit or otherwise a sum of Rs. 1,000/- (Rupees One Thousand Only) per default.
- e)** The contractor(s) shall be required be required to install Biometric System at their own cost to regulate the entry and exit of the contract labour deployed by them.
- f)** Four Labour Codes i.e Code on Wages, 2020, Code on Social Security, Code of Industrial Relations and the Occupational Safety, Health and Working Conditions Code, 2020 have been passed by the Parliament recently and are yet to be implemented. The Standard Conditions of the contract shall be suitably amended after declaration of their effective date of implementation and shall be communicated accordingly in due course.

XXXXXXXXXXXXXXXXXXXX

STANDARD CONDITIONS OF SCC: PART II

Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. **The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)**

1.1. **Minimum Wages:**

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of TFL.

Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x applicable wage rate

1.2. **Payment of Wages:**

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of TFL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of TFL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. **Payment of Bonus:**

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

For service contracts, the payment towards the bonus/ex-gratia (**made on yearly basis**) shall be released / reimbursed to the contractor, after submission of proof of payment. No reimbursement shall however be applicable in works contract.

2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
- iii. As per the **Industrial Establishment (National & Festival Holidays, Casual & Sick Leave) Act, 1965/ Negotiable Instrument Act 1881 / Shop & Establishment Act (as applicable)**: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of *separate e-Challans / ECR alongwith proof of payment/receipt* in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in TFL.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage

payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees’ PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).

- e) In case, the Contractor deploys any “**International Worker**”, the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the “International Workers” and must register on the *International Worker Portal of EPFO*.

4. The Employees’ State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees’ State Insurance Corporation (ESIC) as required under the Employees’ State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. The Employees’ Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees’ Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability under Employee’s Compensation Act, 1923** along with **Medi-claim Floater Policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children** within the overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI). The premium cost would be reimbursed.

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs (covering death, permanent disability + partial disability)** per resource for the entire period of contract covering all resources deployed under the contract. The insurance charges for obtaining such policies shall be reimbursed to the contractor.

7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from TFL.

8. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.

-
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
 - c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
 - d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
 - e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of TFL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
 - f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, **it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further**, TFL, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b) The Maternity Benefit Act, 1961
 - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e) Contract Labour (R&A) Act-1970
 - f) Employees' Provident Fund & Misc. Provisions Act- 1952
 - g) Employees' State Insurance Act-1948
 - h) Employees' Compensation Act, 1923
 - i) Payment of Gratuity Act, 1972
 - j) Minimum of Wages Act,1948
 - k) The Payment of Wages Act,1936
 - l) The Payment of Bonus Act,1965

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

STANDARD CONDITIONS OF SCC: PART III

Annexure- III

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify TFL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify TFL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify TFL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against TFL.
4. The Contractor shall also indemnify TFL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of **18 years** shall be deployed by the contractor for the execution of the contract. However, maximum age of resources deployed under the contract would be 60 years. (in case of Security and Fire & Safety Services, no resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, in view of nature of business operations and nature of duty, for efficacy & efficiency purpose, contract workers will be deployed up to the age of 58 years. However, the maximum age limit can be relaxed for a further period of two (02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e physically fit with good health, good eye sight without and disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract workers if deployed beyond 58 years.
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of TFL while at the site/work. All existing and amended safety / fire rules of TFL are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.

-
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify TFL from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / TFL's Doctor.
13. No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of TFL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe and Other Backward Class** in order to have a fair representation of these sections of the society.
15. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity** to candidates with experience of **apprentice training in TFL** under the provisions of the Apprentices Act, 1961.
16. The Contractor is required to maintain all Registers and other records in an **office** within the premises of TFL or at a place **within a radius of three kilometers**.
17. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
18. **Gate/ Entry Pass or Authorization:**
Entry to the premises of TFL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
19. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
20. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
21. **Police verification**
- a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in TFL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of TFL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of TFL and has come to the notice of TFL at any point of time, the Contractor shall

immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of TFL.

22. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
23. The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge.
24. The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO Portal

STANDARD CONDITIONS OF SCC: PART IV

Compliance of Government of India Directives

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of TFL. The cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to TFL in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in TFL.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme / Aatmanirbhar Bharat Rozgar Yojana (ABRY)/ Pradhan Mantri Garib Kalyan Yojana – if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme / Aatmanirbhar Bharat Rozgar Yojana (ABRY)/ Pradhan Mantri Garib Kalyan Yojana (as applicable). In service contract, The Contractor shall inform TFL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

Records and Registers

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)

2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:

- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages-2019 after it comes into force)
- b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
- g) Copies of Employment Card in FORM XII

3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract

a) Immediately after issuance/receiving of Letter of Acceptance (LOA)

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at *Annexure-iv*
- vii. Copy of **Labour Identification Number (i.e. LIN) Registration** done in **Shram Suvidha Portal** of Govt. of India.

b) At the time of submission of monthly bills

- i. Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- ii. Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by **authorized representative** of the Contractor and **authorised person** in TFL certifying as “*Certified that the amount shown in the column No. --- has been paid to the workman concerned in my presence on-----(date) at -----(place)*” along with **copy of bank statement** duly certified by bank and copy of online transaction

statement against each resource with details of name, account number, amount paid & date of payment as proof of **Cashless Transaction / Payment of wages through e-banking/digital mode.**

- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the **Separate eChallans / ECR**, bank receipts/bank statement in respect of resources deployed in TFL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iv. Dully filled in details as per **Annexure- i.**
- v. Copy of Wage Slips in FORM XIX
- vi. *Proof of deposit of Cess under the Building and Other Construction Workers' Welfare Cess Act, 1996, (if applicable)*

c) **At the time of closure of contract**

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying TFL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at **Annexure- ii.**
- ii. Copy of the **Wage Register** in **FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of **Service Certificates** issue to resource in **FORM VIII**
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix. Proof towards PF KYC compliance of contract workers.
- x. *Proof of deposit of Cess under the Building and Other Construction Workers' Welfare Cess Act, 1996, (if applicable) with final assessment from respective Cess Collector(s).*

4. **Verifications of bills and documents submitted by the Contractor**

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of TFL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, TFL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

Details in support of RA Bill for the Month of _____, 20__

- (1) Name of the Firm/Agency/Contractor _____
- (2) Nature _____ of _____ Contract: _____ Job/ _____ Service _____
- (3) Period of Contract: From _____ to _____
(a) Extension Period of Contract, if any from _____ to _____
(b) Place where contract workmen are working _____
- (4) Postal address of the Contractor: _____
- (5) Phone No. of the Contractor: _____
- (6) Fax No. and Email of the Contractor: _____
- (7) Name and Address of PF office from where EPF Code No. has been allotted: _____
- (8) EPF Code No. allotted by PF office: _____
- (9) Name and Address of ESIC office from where ESI Code No. has been allotted: _____
- (10) ESI Code No. allotted by ESIC office: _____
- (11) Labour License No. _____ dated _____
- (12) Validity period of Labour License from _____ to _____
- (13) Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

- (14) Copy of Wage Register in FORM – B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (15) Details of deposit of contribution towards EPF:
a) EPF Challan No. _____ Amount _____
Date _____
- (16) Details of Deposition of contribution towards ESI
a) ESI Challan No. _____ Amount _____ Date _____
- (17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: ____ (Yes / No)
If Yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:
Date:

INDEMNITY BOND

WHEREAS TFL Fertilizers Limited (hereinafter referred to as TFL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at 16, Bhikaiji, Cama Place, R.K. Puram, New Delhi has entered into a CONTRACT with <name of the Contractor> Incorporated (hereinafter referred to as the ('CONTRACTOR')) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office -----
----- for Rs. -----for <NAME OF THE CONTRACT> ---- for a period of-----
-----” and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. ----
-----and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

TFL has also requested the CONTRACTOR to execute an Indemnity Bond in favour of TFL indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub- Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of TFL for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified TFL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to TFL forthwith, on demand, without protest the loss suffered by TFL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with TFL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of TFL arising from any such contract/case for which TFL has been made party until now or here-in-after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

UNDERTAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender including minimum resources required to be deployed and the cost involved thereof in deployment of resources.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed TFL/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder.....

Name of Bidder.....

Summary of Insurance Policies

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

Sl. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI – mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Mediclaim Floater policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children within overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI)	Provides compensation and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: Rs. 5 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 20/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJB)	Eligibility – age group 18 to 50 years. (can continue upto 55 years)	Rs. 436/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	

SECTION-VI

SCOPE OF WORK

SCOPE OF WORK FOR PLANT SITE AND INTAKE WELL SECURITY

1. The Contract shall comprise of **04 Supervisors, 19 Security Guards (With Arms) & 31 Security guards (Without Arms)** for providing Security care and Loss prevention services at Township and intake well site of Talcher Fertilizers Limited, Talcher, Angul, Odisha.
2. The contractor shall open and maintain an office locally.
3. Office shall remain open throughout the day with communication and transportation facility to receive instructions, Notice or other communications in order to execute the contract. The details of the Office Address, Contact Number and other relevant details will be submitted by the contractors to EIC/SIC before commencement of work. The contractor shall ensure that the persons so deployed at Township and Intake well are as per DGR specification and must ensure compliances as applicable to his establishments and persons deployed are as per the specifications of DGR Guidelines. The contractor also liable to maintain the Contractors establishments.
4. The contractor shall engage smart, trained, diligent, experienced, intelligent and hardworking Ex-Servicemen guards.
5. Training will be carried out as per DGR Guidelines. The contractor shall make all provisions for the conduct of training at a centralized place for the Security Personnel without no additional cost to TFL.
6. Company shall have power to issue necessary instructions concerning discipline, decorum, work performance, safety etc. to the security personnel engaged through the contractor and the persons engaged shall comply with all such instructions strictly.
7. The contractor should meet the EIC/SIC monthly as per Guidelines and visit the Township and intake well frequently.
8. Copy of the all report and returns to the DGR and statutory authorities will be forwarded to the EIC/SIC by the contractor.

-
9. The contractor will ensure that the duties are performed as per prescribed systems/procedures/instructions as issued by EIC/SIC, TFL from time to time.
 10. Applicable minimum wages along with other statutory payments to be made to the security personnel as per DGR guidelines.
 11. The guards to be trained to handle firefighting equipment's as maintained in TFL.
 12. The Contractor will ensure that the contract security personnel deployed are in possession of personal mobile facility for making communication in case of emergency.
 13. The contractor will responsible generally for the following security duties-
 - i. Regarding security of assets, the contractor shall take charge of all the company properties including furniture's, fixtures, telephone installations, telephone instruments, computers, type-writers, generators, fire extinguishers, all machineries, all materials, all appliances and other items not specifically indicated. Inventories shall be signed by the contractor and representative(s) of the company. The contractor shall indemnify the company for the theft/losses of any of the company's property.
 - ii. Guarding the entry and exit points of the township and intake well, control the movement of the persons as per the guidelines issued by TFL from time to time.
 - iii. To check the incoming and outgoing goods/ property against proper material Gate pass.
 - iv. Security Checking of personnel before and after the working hours and locking and unlocking of rooms of the buildings inside the township and intake well.
 - v. To ensure proper and economical use of electricity and water by switching off switches/ Taps wherever required.
 - vi. To report to EIC/SIC and other officers concerned of any irregularities observed and give suggestions for improvement of the security/ caretaking system in the best interest of the company.
 - vii. Any other security/ caretaking arrangements of the company to be assigned from time to time.
 - viii. All above duties are illustrative and not exhaustive. Contract personnel of the contractor may be asked to perform additional duties not mentioned herein above.
 - ix. Parking area will be managed and on account of incoming and outgoing vehicles time will be maintained along with the list and details of the vehicles and passes issued therein.

-
- x. Furnishing daily report to the EIC/SIC and any other concern, which in turn will generate exception report and submit the same to EIC/SIC and other designated officers of TFL.

Documents to be submitted by Agency.

Mention number of years' experience in the appropriate block with documentary proofs. (Copy of date of registration with the registrar of firms / as per company act to be attached).

Name of agency	Date of registration with Registrar of companies / as per company act	Registration number / copy of proof

The agency will mention DGR registration number in the tender. A copy of the same also to be submitted.

Name of agency	Date of registration with DGR	DGR registration number

The agency will submit copy of DGR Empanelment Certificate with the tender. A copy of the same also to be submitted.

Name of agency	Empanelment Certificate No & Date of issue	Empanelment Certificate validity date.

The owner will submit copy of PAN Card.

Name of agency	Name of proprietor	PAN Card No

SECTION-VII

SCHEDULE OF RATES (SOR)

SECTION-VII**SCHEDULE OF RATES (SOR)**

Sl. No.	Description	Area C		
		Category-1 Security Guard (Without arms) (in Rs.)	Category-2 Security Guard (With arms) (in Rs.)	Category-3 Supervisor (in Rs.)
1	Monthly Basic Wage (BW) plus Variable Dearness Allowance (VDA) [As per DGR wage notification dated 01.04.2023]	18070	21216	24033.10
2	Employees State Insurance (ESI)/ Medical allowance and Workmen Compensation in areas not covered under ESI @ 3.25 % of Sl. No. 1 i.e. BW plus VDA	587.27	689.52	781.07
03	Employees Provident Fund (EPF) @ 12 % of Sl. No. 1 i.e. BW plus VDA	2168.40	2545.92	2883.97
04	Employees Deposit Linked Insurance(EDLI) @ 0.50 % of Sl. No. 1 i.e. BW plus VDA	90.35	106.08	120.16
05	Administrative charges @ 0.50 % of Sl. No. 1 i.e. BW plus VDA	90.35	106.08	120.16
06	House Rent Allowance (HRA) @ 8 % of Sl. No. 1 i.e. BW plus VDA or Rs 1800 whichever is earlier	1800	1800	1922.64
07	ESI/Medical Allowance on HRA @ 3.25 % of Sl. No. 6 i.e. HRA	58.5	58.5	62.48
08	Bonus @ 8.33 % of Sl. No. 1 i.e. BW plus VDA	1505.23	1767.29	2001.95
09	Uniform Outfit Allowance @ 5 % of Sl. No. 1 i.e. BW plus VDA	903.50	1060.8	1201.65
10.	Uniform Washing Allowance @ 3 % of Sl. No. 1 i.e. BW plus VDA	542.10	636.48	720.99
11.	Total cost per head per month	25815.71	29986.67	33848.22
12.	Total cost per for 24 months	619576.94	719680.14	812357.23

13.	No. of Security Personnel (Category Wise) to be deployed	31	19	4
14.	Total amount for two year (Category Wise) to be deployed (12 x 13)	1,92,06,885.26	1,36,73,922.80	32,49,428.93
15.	Total of Category (1+2+3) at SL No. 14 above (in Rs.)	3,61,30,237.00		
16.	Service charge percentage as per DGR prescribed charges [As per DGR wage notification dated 01.04.2023, service charge is fixed @10%]	To be Quoted in excel format (In percentage)		
17.	Service Charge amount (in Rs.) = Total amount at Sl. No. 15 x (percentage at Sl. No. 16)/100	Not to be quoted		
18.	Total (15+17) excluding GST	Not to be quoted		
19.	GST percentage as applicable	18%		
20.	GST amount = Total at Sl. No. 18 x (percentage at Sl. No. 19)/100	Not to be quoted		
21.	Grand total (18+20) (in Rs.)	Not to be quoted		

NOTE:

1. Bidder shall submit copy of SOR (provided in excel format) duly signed & stamped by authorized signatory with mentioning word "QUOTED" at appropriate/allocated space along with Techno commercial/Unpriced Bid.
2. Bidder shall submit Price Bid in SOR (excel format) provided with tender document and submit in original hard copy in Price Bid (Envelope-3).